



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Bridge Company is neither a municipal corporation nor a public institution owned or controlled by the state, which under the express terms of Const. 1902, art. 12 (Code 1904, p. ccxlix), are excluded from the term "corporation," as used in such article; and the general assembly was powerless to pass Act March 5, 1908 (Laws 1908, p. 184, c. 144), being an act amending sections 3, 4, 5, and 9 of Act April 1902, an act incorporating such company and granting certain powers to it and to the Richmond and Manchester city councils for public purposes.

[Ed. Note.—For other cases, see Corporations, Dec. Dig. § 38.* 3 Va.-W. Va. Enc. Dig. 535.]

For other definitions, see Words and Phrases, vol. 2, pp. 1608-1621; vol. 8, pp. 7619, 7620.]

Judgment reversed. All the judges concur.

JUSTIS *v.* GEORGIA INDUSTRIAL REALTY CO.

March 11, 1909.

[63 S. E. 1084.]

1. Eminent Domain (§ 177*)—Condemnation Proceedings—Parties—Inchoate Interest of Wife.—A wife's inchoate right of dower does not make her a necessary party to proceedings to condemn her husband's land.

[Ed. Note.—For other cases, see Eminent Domain, Cent. Dig. § 478; Dec. Dig. § 177.* 4 Va.-W. Va. Enc. Dig. 787.]

2. Judgment (§ 511*)—Collateral Attack—Fraud.—While a judgment can only be corrected by writ of error or other direct proceeding, it may be attacked collaterally for extrinsic fraud practiced on the court which rendered it.

[Ed. Note.—For other cases, see Judgment, Cent. Dig. § 954; Dec. Dig. § 511.* 6 Va.-W. Va. Enc. Dig. 283; 8 Id. 560, 561.]

3. Judgment (§ 511*)—Collateral Attack—Fraudulent Condemnation—Vacation—Rights of Widow.—A private corporation, being unsuccessful in its attempts to purchase certain land from plaintiff's husband in his lifetime, induced a city to condemn the land as necessary for the improvement of a harbor, and when condemned to convey it to the corporation in exchange for certain other property and the payment of a difference in money. A judgment of condemnation was obtained by the city concealing from the court its arrangement with the corporation, after which such arrangement was consummated. Held, that the condemnation decree was void for fraud,

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, and Reporter Indexes.

and that complainant, after the death of her husband, was entitled to maintain a bill for the assignment of dower in the land.

[Ed. Note.—For other cases, see Judgment, Dec. Dig. § 511.* 6 Va.-W. Va. Enc. Dig. 283; 8 Id. 560.]

Judgment reversed. All the judges concur.

BIBB et al. v. AMERICAN COAL & IRON CO. et al.

March 11, 1909.

[64 S. E. 32.]

1. Reformation of Instruments (§ 43*)—Proceedings—Evidence—Burden of Proof.—A vendor seeking to reform the written contract because of mutual mistake has the burden of proof.

[Ed. Note.—For other cases, see Reformation of Instruments, Cent. Dig. § 154; Dec. Dig. § 43.* 9 Va.-W. Va. Enc. Dig. 869.]

2. Reformation of Instruments (§ 45*)—Proceedings—Evidence—Sufficiency.—Mere preponderance of evidence is not sufficient to justify the reformation of a written contract on the ground of mutual mistake, but the mistake must be conclusively established.

[Ed. Note.—For other cases, see Reformation of Instruments, Cent. Dig. §§ 157-159; Dec. Dig. § 45.* 9 Va.-W. Va. Enc. Dig. 869.]

3. Equity (§ 296*)—Pleading—Supplemental Bill.—Where defendant, in a bill to enforce payment of the purchase price of coal land together with a gas well, claimed damages for the defective title of the plaintiffs to the well, which defendant used in connection with the property sold until it ceased to flow, when it was abandoned as valueless, the exhaustion and abandonment of the well, having occurred pending the litigation, could be introduced by a supplemental bill as a fact affecting the measure of defendant's damages.

[Ed. Note.—For other cases, see Equity, Dec. Dig. § 296.* 1 Va.-W. Va. Enc. Dig. 338-341.]

4. Equity (§ 295*)—Pleading—Supplemental Bill.—The chief office of a supplemental bill is to bring into the case new events, affecting rights and interests already mentioned, which have arisen since the filing of the original bill.

[Ed. Note.—For other cases, see Equity, Cent. Dig. § 581; Dec. Dig. § 295.* 1 Va.-W. Va. Enc. Dig. 338.]

5. Vendor and Purchaser (§ 351*)—Rights and Liabilities of Parties—Acquisition of Adverse Title.—In the absence of fraud in a sale of an interest in land, a vendee in possession who acquires an outstanding title cannot demand from the vendor more than the amount

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.